

**Sneva's Rent-A-Car and Coronet Enterprises, Inc.  
and Paul Sheffield, Case 19-CA-12146**

22 June 1984

**SUPPLEMENTAL DECISION AND  
ORDER**

**BY CHAIRMAN DOTSON AND MEMBERS  
ZIMMERMAN AND HUNTER**

On 23 November 1982 the National Labor Relations Board issued its Order<sup>1</sup> in this proceeding in which it adopted, in the absence of exceptions, the administrative law judge's decision. The Order directed that Respondents Sneva's Rent-A-Car and Coronet Enterprises, Inc. make whole discriminate Paul Sheffield for any losses he may have suffered as a result of the Respondents' unlawful conduct. Thereafter on 2 November 1983 the United States Court of Appeals for the Ninth Circuit entered its judgment enforcing in full the Board's Order.<sup>2</sup> A controversy having arisen over the amount of backpay due under the terms of the Board's Order as enforced by the court, the Regional Director for Region 19 on 27 January 1984 issued and duly served on the parties a backpay specification and notice of hearing alleging the amount of backpay due to Paul Sheffield under the Board's Order and notifying the Respondents that they must file a timely answer which must comply with the Board's Rules and Regulations.

On 5 March 1984 Respondent Coronet filed an answer to the backpay specification which challenged generally the accuracy of the average daily earnings and the average number of working days as set forth in the backpay specification. Coronet also asserted that Paul Sheffield had accepted work elsewhere and refused to return to work when offered reinstatement and that it is not jointly and severally liable with Respondent Sneva for the backpay obligation.

Region 19 then informed Coronet that its answer did not meet the requirements of the Board's Rules because (1) the allegation that Sheffield accepted employment elsewhere is not specific; (2) the allegation that the average daily earnings and working days used in the backpay specification are not correct does not specify the correct figures and the resulting backpay computation; and (3) the issues of reinstatement and joint and several liability have already been litigated. Region 19 also informed Coronet that if it did not receive an amended answer the General Counsel would file a Motion for Summary Judgment.

<sup>1</sup> Not reported in Board volumes.

<sup>2</sup> *NLRB v. Sneva's Rent-A-Car*, No. 83-7656.

Respondent Coronet did not file an amended answer. Respondent Sneva did not file any answer to the backpay specification and was also informed by the Region of the General Counsel's intention to file a Motion for Summary Judgment.

On 27 March 1984 the General Counsel filed directly with the Board a Motion for Summary Judgment. Subsequently, on 12 April 1984 the Board issued an order transferring the proceeding to the Board and a Notice to Show Cause why the General Counsel's Motion for Summary Judgment should not be granted. Neither Respondent filed a reply to the Notice to Show Cause.

The National Labor Relations Board has delegated its authority in this proceeding to a three-member panel.

On the entire record, the Board makes the following

**Ruling on the Motion for Summary Judgment**

Section 102.54 of the Board's Rules and Regulations provides, in pertinent part, as follows:

(b) *Contents of the answer to specification—* . . . . The respondent shall specifically admit, deny, or explain each and every allegation of the specification, unless the respondent is without knowledge, in which case the respondent shall so state, such statement operating as a denial. Denials shall fairly meet the substance of the allegations of the specification denied. When a respondent intends to deny only a part of an allegation, the respondent shall specify so much of it as is true and shall deny only the remainder. As to all matters within the knowledge of the respondent, including but not limited to the various factors entering into the computation of gross backpay, a general denial shall not suffice. As to such matters, if the respondent disputes either the accuracy of the figures in the specification or the premises on which they are based, he shall specifically state the basis for his disagreement, setting forth in detail his position as to the applicable premises and furnishing the appropriate supporting figures.

(c) *Effect of failure to answer or to plead specifically and in detail to the specification—* If the respondent fails to file any answer to the specification within the time prescribed by this section, the Board may, either with or without taking evidence in support of the allegations of the specification and without notice to the respondent, find the specification to be true and enter such order as may be appropriate. If the respondent files an answer to the specification

but fails to deny any allegation of the specification in the manner required by subsection (b) of this section, and the failure so to deny is not adequately explained, such allegation shall be deemed to be admitted to be true, and may be so found by the Board without the taking of evidence supporting such allegation, and the respondent shall be precluded from introducing any evidence controverting said allegation.

Since Respondent Sneva has failed to file any answer to the backpay specification the allegations as to Sneva's liability are deemed to be true in accord with Section 102.54(c). Accordingly the Board finds them to be true and grants the General Counsel's Motion for Summary Judgment as to Respondent Sneva.

Respondent Coronet's answer to the backpay specification does not conform to the requirements of Section 102.54(b). In its answer Coronet disputes findings as to reinstatement and joint and several liability, made by the judge and adopted by the Board, which are no longer in issue. Further, Coronet's assertion that Sheffield "accepted work elsewhere" does not, standing alone, serve to place in issue the accuracy of the backpay specification's calculations as to interim earnings. In addition, Coronet asserts that certain other aspects of the backpay specification as to days worked and wages

earned prior to his discharge are not correct while failing to set forth alternative premises or supporting details. Certainly these latter matters are within the knowledge of Coronet and its failure to deny the specification in the manner required by Section 102.54(b) or to explain adequately its failure to do so requires that the allegations be deemed admitted to be true in accord with Section 102.54(c). Accordingly, the Board finds them to be correct and grants the General Counsel's Motion for Summary Judgment as to Respondent Coronet.

Therefore, on the basis of the allegations of the specification which are accepted as true, the Board finds the facts as set forth therein, concludes the backpay due Paul Sheffield is as stated in the computations of the specification, and orders that payment thereof be made by the Respondents to Paul Sheffield as set forth in the backpay specification.

#### ORDER

The National Labor Relations Board orders that the Respondents, Sneva's Rent-A-Car and Coronet Enterprises, Inc., Spokane, Washington, their respective officers, agents, successors, and assigns, shall pay to employee Paul Sheffield the amount of \$1656.29 plus interest accrued to the date of payment pursuant to the Board's Order and the court judgment, minus the tax withholding required by Federal and state laws.